

## General terms and conditions

### I. Ingress

The general terms and conditions are an integral component of the additional lease agreement / order confirmation concluded between Orgatent AG and the tenant, with which the special conditions are agreed. These terms and conditions are also valid in connection with the conclusion of a purchase contract for VIP and storage tents (as long as the purchase agreement contains no deviating provisions).

### II. Property

All material provided by Orgatent AG (construction, tents, furniture etc.) remains its own property. It may not be sold, mortgaged or pledged. A sublet is only permissible with the consent of Orgatent AG. The material is not insured against theft. The renter shall be fully liable for loss due to theft – for this reason, monitoring is particularly strongly recommended during the assembly and disassembly work. The costs for it shall be borne by the lessee. When a lease purchase agreement is concluded, the object of lease shall remain the property of Orgatent AG up until the receipt of the last due payment. The tenant / buyer authorises Orgatent AG to register a retention of title and to take out insurance against all known risks during this time (at the expense of the tenant / buyer). Orgatent AG is authorised to register the retention of title in the register at any time.

### III. Bid

The bid shall remain subject to confirmation until the order is placed. When the order is confirmed by Orgatent AG, the lease / purchase contract shall be binding for both parties.

### IV. Right of withdrawal

If prior to the start of the assembly work the tenant withdraws from the contract for any reason, the tenant shall be required to pay a compensation amount as per the following conditions:

- Cancellation up to 6 months prior to start of assembly or delivery date: 50% of sum order value
- Cancellation up to 3 months prior to start of assembly or delivery date: 80% of sum order value
- Cancellation of less than 2 months prior to start of assembly or delivery date: 90% of sum order value

Orgatent AG shall be entitled to withdraw from the lease without penalty for any extraordinary reason whereby it would be unreasonable to expect them to satisfy its conditions; and to terminate the lease prematurely (with a notice period of 3 days) if the tenant fails to satisfy the agreed payment conditions. In the event of a purchase there shall be no recognised contract cancellation right.

### V. Site

If a change of location is necessary due to inhospitable terrain conditions or lack of access roads and this results in additional costs to Orgatent AG, then said costs shall be incurred by the tenant. If the assembly cannot be commenced on schedule because the site is not ready for assembly work due to any reasons for which Orgatent AG is not responsible and it results in any additional costs to Orgatent AG (waiting time, overtime, additional assembly-related expenditure), then these costs shall also be incurred by the tenant in full. Any additional expenses due to extraordinary floor conditions or substrate materials will be invoiced subject to agreement.

During assembly and disassembly work, access to the building site is prohibited to unauthorised persons. In the case of a larger building site, a prohibition sign must be displayed. The clearing, cleaning and resetting of the site is the responsibility of the tenant. Orgatent AG accepts no responsibility for damage to the land or the subterranean area of the site.

### VI. Payments of tenant

The tenant shall be liable to Orgatent AG for careful treatment of the lease object; operating instructions must be strictly observed. The tenant is basically responsible for all damages which Orgatent AG does not cover or assume express liability for. The rented object may only be used for the purposes mentioned in the lease contract. In particular, the tenant is responsible for

- Damages to all material as a result of improper handling, use of the installations additionally located on the site, damage as a result of terror and vandal acts, riots, war, earthquakes etc. valued at the amount of the original price;
- Returning the object of lease in an undamaged, normal, clean state. Repairs by Orgatent AG shall be charged at the usual hourly rate according to the time taken, plus cost of materials;
- Lost and defective lease material (tables, benches, canvases etc.) which is beyond repair. This shall be charged at the usual sales price;
- Party and storage tents without a snow load certification of Orgatent AG are to be cleared of any burdening snow loads by the tenant e.g. through adequate heating or immediate snow removal;

- With storage tents with a static wing load of 75 kg/m<sup>2</sup> or a specially defined and guaranteed load that is greater in terms of m<sup>2</sup>, then the tenant must adopt appropriate measures (immediate removal / heating etc.) to ensure that these threshold values are never exceeded at any time.
- Anchors, struts and bracing profiles that are necessary for the static conditions of the buildings. These may not be modified or removed. Orgatent AG accepts no liability for any damages resulting from non-observation of this guidelines.
- Damage resulting from improper assembly or disassembly efforts of the tenant.
- The tenant shall be liable for all damages that occur on the site as per Fig. V above.

#### **VII. Warranty obligations and scope of liability of Orgatent AG**

Orgatent AG shall guarantee the tenant / buyer proper construction work, materials of a quality that are appropriate for the task at hand, and good execution. Warranty for used parts not supplied by Orgatent AG, assembly tasks not performed by it (such as substructures) and changes performed by the tenant without the written consent of Orgatent AG is disclaimed. Furthermore, no liability is accepted for any damage caused by normal wear and tear, improper or violent treatment, excessive use or improper operation and maintenance of the object, or for any other claims outside of the circumscribed warranty policy indicated above. In particular, any further guarantee claims or other liability of Orgatent AG for damages related to the delivery or operation (directly or indirectly) are void.

#### **VIII. Whirlwind**

In the event of a whirlwind, and at the end of each event, all movable openings on the tent (entry points, side curtains) must be closed.

#### **IX. Complaints**

The tenant as well as the buyer must check the tents immediately after delivery / assembly and report all defects in writing within 5 days.

#### **X. Design changes**

Design changes by the tenant which require further plans shall be charged according to the time spent. Similarly, employees shall be remunerated as per usual authoritative regulations for works additional to the usual delivery and assembly tasks.

#### **XI. Permits**

The tenant is responsible for complying with the local building and fire safety permits and inspections required with the lease object. The costs shall be borne by the tenant.

#### **XII. Insurance policies**

The lease object is insured against damage from fire and natural forces. There is also a liability insurance policy at a maximum amount of Fr. 5,000,000.00. However, the tenant is required to conclude an additional insurance policy to cover events, accidents and liability. The following things are not insured: acts of terror and vandalism, riots, war or earthquakes or damages caused by third parties (neighbouring properties, non-operating vehicles, nearby buildings, telephone lines or other installations). The following things are also not insured: all event inventory fare, props, music instruments or other installations not delivered or provided by Orgatent AG.

#### **XIII. Contract modification / jurisdiction**

Any provisions which deviate from these general terms and conditions shall be valid only if they are announced in writing. The parties agree that the sole jurisdiction for all disputes in connection with this lease contract is Grosswangen. As complementary law, the provisions of the Swiss Code of Obligations apply.